

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ATTY.'S DOCKET: BARAK=7

In re Application of:	)	Art Unit: 1616
	)	
Ayala BARAK	)	Examiner: Nathan W. Schlientz
	)	
Appln. No.: 10/586,349	)	Washington, D.C.
	)	
Date Filed: April 10, 2007	)	Confirmation No. 2789
	)	
For: BIOCIDES AND APPARATUS	)	July 6, 2010

**TERMINAL DISCLAIMER**

Honorable Commissioner of Patents and Trademarks  
Washington, D.C. 20231

Sir:

A.Y. Laboratories Ltd., a corporation of the Country of Israel, having a principal place of business at P.O. Box 20686, Tel Aviv 61206, ISRAEL (hereinafter referred to as "Assignee"), is the owner of 100% of the entire right, title and interest in the above-identified application and any patent to be granted thereon. Assignee, through its undersigned attorney of record, hereby disclaims the terminal part (if any) of any patent granted on the above-identified application which would extend beyond the expiration date of the full statutory term of the first-to-expire of any of the following patents or patents issuing from the following co-pending applications:

- 1) U.S. patent no. \_\_\_\_\_, plus any extension thereof which may be subsequently granted;
- 2) the patent which issues from allowed application no. \_\_\_\_\_, plus any extension thereof which may be subsequently granted; and
- 3) any patent which issues from application no. 11/056,405, plus any extension thereof which may be subsequently granted; and

Assignee hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that said patent is commonly owned with each of said above-identified patents, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantor, its successors or assigns. Assignee does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration date of the full statutory term of the first-to-expire of the above-identified patents in the event that, prior to the expiration of the full statutory term thereof, said patent expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. §1.321(1), has all claims cancelled by reexamination certificate, is reissued, or is otherwise in any manner terminated prior to expiration of its full statutory term. This terminal disclaimer is being made without waiver of petitioner's rights under 35 U.S.C. §155, §155A, §156, or elsewhere, which may be available to extend the term of any patent granted on the above-identified application beyond the date set by this terminal disclaimer (37 C.F.R. §1.775(a)).

It is Assignee's intent that the amount of time disclaimed and the scope of the common ownership clause be the minimum required by law and this document is to be construed to effectuate said intent. No admission is made that any claim of the above-identified application is obvious over any claim of any of the above-identified patents.

The statutory disclaimer fee of \$70.00 for a small entity per 37 C.F.R.

§1.20(d) is attached.

Respectfully submitted,

BROWDY AND NEIMARK, P.L.L.C.  
Attorneys for Applicant(s)

By



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